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APPENDIX A (LETTERS)

Note: Select multiple letters in random order: Hold Ctrl key and click right mouse button or hold Shift key and click right mouse to select in group order.

2.11.4.32.1 Letter 01 (Opening Letter to Contractor)

1. Click the Opening Letter to Contractor and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 01.

«TCO_ORGSHRTNM»

«DATE_Today»

«KTRPOC_PersNm»

«KTRPOC_OrgFullNm»

«KTRPOC_PersAddrLine1»

«KTRPOC_PersCityStateZip»

Dear Mr. «KTRPOC_LstNm»:

Your Contract «AGR_ContractNbr» was «DKT_TermType» terminated for the convenience of the Government by notice to you dated «DKT_TermDate» from: «PCO_OrgFullNm», «PCO_CityState». The following individual has been assigned settlement responsibility for this termination and will provide the necessary guidance to accomplish settlement:

«CTS_PosNm»: «CTS_PersNm»

Telephone: «CTS_Phone» X<<CTS_Ext>>

Please provide us your estimate of the total liability for this termination as soon as possible so that we may deobligate excess funds from this contract.

FAR 49.206-1 allows you to submit your termination settlement proposal within one year from the effective date of termination. FAR 49.206-3 requires contractors to submit termination inventory schedules within 120 days from the termination effective date. To expedite settlement, however, you are strongly encouraged to submit both your settlement proposal and inventory schedules, if applicable, directly to me within 120 days so that I may act upon them in a timely manner.

Please contact the following Plant Clearance Officer prior to submission of termination inventory schedules to ensure that they have been properly prepared:

Plant Clearance Officer: «PLCO_PersNm»

Address: «PLCO_OrgShrtNm»

ATTN: «PLCO_PersOffice»

«PLCO_PersAddrLine1»

«PLCO_PersCityStateZip»

Telephone: «PLCO_Phone» X<<PLCO_Ext>>

All future correspondence should reference Docket Number «DKT_DocketNbr». If it becomes apparent that this termination can be settled at no-cost, please advise and I will forward a no-cost settlement agreement for your signature. Please do not hesitate to contact this office whenever you need assistance.

Sincerely,

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.2 Letter 02 (Open Letter to ACO)

1. Click the Opening Letter to ACO and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 02.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «ACO_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm»,
Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

The subject contract was «DKT_TermType» terminated for the convenience of the Government by notice dated «DKT_TermDate».

Request that you consult with your team and advise as to the existence of any claims in favor of the Government under this contract. A negative reply is required.

Please identify and reserve Modification No. _____ to be used by the Termination Contracting Officer in executing a settlement agreement.

Are there any outstanding unadjusted contractual changes under the contract? YES - NO If so, please identify.

Does the contract include a Progress Payment Clause? YES - NO If so, please ensure that the procedures outlined in Part XI, Chapter 5, Progress Payments, of DLAD 5000.4 are followed.

Does the contract contain funds subject to cancellation? YES - NO If so, please identify the funds at risk by fiscal year, ACRN and amount:

FISCAL YEAR:	ACRN:	AMOUNT:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Does the contract contain a First Article Requirement? YES - NO Approval Date _____

Please complete on the attached DD Form 1597, Contract Closeout Checklist, Action Items 5a, b, c, d, e, and o.

This information is required on or before «DATE_30». Should you require further information, please contact me at «TCO_Phone1» X«TCO_Ext».

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

Attachment

April 1998

2.11.4.32.3 Letter 03 (Opening Letter to PCO)

1. Click the Opening Letter to PCO and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 03.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «PCO_OrgFullNm»

ATTN: «PCO_PersOffice»/«PCO_PersNm»

SUBJECT: «KTR_OrgFullNm»,

Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

The subject contract was «DKT_TermType» terminated for the convenience of the Government by notice dated «DKT_TermDate».

I have been assigned settlement responsibility for this termination and will process the contractor's proposal, negotiate the settlement, issue a Supplemental Agreement, and release (or deobligate if delegated the authority) any available excess funds under the contract.

Please advise if there are any outstanding unadjusted contractual changes which are to be concluded by your office. In addition, please advise whether or not this contract has any appropriations containing funds which will cancel at the end of this fiscal year. If so, please identify ACRNs and amounts at risk:

FISCAL YEAR:	ACRN:	AMOUNT:
_____	_____	_____
_____	_____	_____
_____	_____	_____

If at any time you become aware of a Government claim against the contractor, please inform me immediately in order that its impact may be considered during settlement.

The cooperation of the Contracting Officer in furnishing the requested information either in writing or by telephone on or before «DATE_30» is appreciated. Should you require further information, please contact me at «TCO_Phone1» X«TCO_Ext».

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

2.11.4.32.4 Letter 04 (Opening Letter to DFAS)

1. Click the Opening Letter to DFAS and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 04.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «DFAS_OrgShrtNm»

SUBJECT: Contract «AGR_ContractNbr», «KTR_OrgFullNm», «KTR_CityState»
Docket «DKT_DocketNbr»

The following information is requested regarding subject contract, which was «DKT_TermType» terminated for the convenience of the Government by notice dated «DKT_TermDate».:

- a. Total funds paid to date \$ _____
For cost-reimbursement type contracts, indicate separately:

Cost Paid \$ _____

Fee Paid \$ _____

- b. Total unliquidated obligation \$ _____

- c. Unliquidated advance payments \$ _____

Unliquidated progress payments \$ _____

Unliquidated partial payments \$ _____

- d. Identification of any funds subject to cancellation:

FISCAL YEAR:	ACRN:	AMOUNT:
_____	_____	_____
_____	_____	_____
_____	_____	_____

- e. Names and addresses of assignees, creditors, or sureties having an interest in the contract:

- f. Above information provided by:

Name: _____

Office: _____

Telephone: _____

Date: _____

Notify the undersigned as to the existence of any claims in favor of the Government, as required by Paragraph 49.109-90 of DLAM 8110.1.

This information is required on or before «DATE_30». Should you require further information, please contact me at «TCO_Phone1» X«TCO_Ext».

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.5 Letter 05 (Opening Letter to Property)

1. Click the Opening Letter to Property and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 05.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «PROP_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm», Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

The subject contract was «DKT_TermType» terminated for the convenience of the Government by notice dated «DKT_TermDate».

Request that the Property Administrator advise the Termination Contracting Officer, per DLAM 8110.1, Paragraph 49-109-3, of the following:

- a. The status of Government property furnished to or acquired by the contractor under the terminated contract.
- b. Determine and advise if there is any contractor liability for unauthorized use, unreasonable consumption, loss, damage, or destruction of Government property.
- c. Furnish DD Form 1593, Contract Administration Completion Record; only Block B shall be executed.

This information is required on or before «DATE_30». Should you require further information, please contact me at «TCO_Phone1» X«TCO_Ext».

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

2.11.4.32.6 Letter 06a (Release of Excess Funds Form)

1. Click the Release of Excess Funds Form and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 06a.

NOTIFICATION OF EXCESS FUNDS		DATE: «DATE_Today»
TO: «PCO_OrgFullNm» «PCO_OrgShrtNm»/«PCO_PersNm» «PCO_AddrLine1» «PCO_CityStateZip»	FROM: «TCO_OrgFullNm» «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip»	
CONTRACTOR: «KTR_OrgFullNm» CONTRACT NO.: «AGR_ContractNbr» DOCKET NO.: «DKT_DocketNbr1» AF DOCKET NO.: «DKT_AltID»	DATE OF TERMINATION: «DKT_TermDate» TYPE OF TERMINATION: «DKT_TermType1» CPIT: «DKT_CPIT»	
CURRENT FUNDS RECOMMENDED FOR RELEASE <div><input type="checkbox"/> INITIAL <input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL</div> ACRN: AMOUNT: \$		
PRIOR FUNDS RECOMMENDED FOR RELEASE DATE OF NOTIFICATION: ACRN: AMOUNT: DATE OF NOTIFICATION: ACRN: AMOUNT: TOTAL FUNDS RECOMMENDED FOR RELEASE TO DATE:		
BASIS FOR RELEASE OF FUNDS <div><input type="checkbox"/> Estimate provided by contractor.</div> <div><input type="checkbox"/> Contractor unable to provide estimate at this time. Amount based on best information available.</div> <div><input type="checkbox"/> Estimate based on initial proposal received from contractor.</div> <div><input type="checkbox"/> Estimate based on revised proposal received from contractor.</div> <div><input type="checkbox"/> Settlement costs have been negotiated in the amount of \$</div> <div><input type="checkbox"/> Other</div>		
<input type="checkbox"/> Per your authorization, the settlement modification issued by this office will credit the amount available for release as excess to the contract.		
<input type="checkbox"/> If a modification is issued to deobligate funds, please forward a copy to the undersigned.		
NAME: «TCO_PersNm» TITLE: «TCO_PosNm» TELEPHONE: «TCO_Phone» X<<TCO_Ext>>	Signature	

April 1998

2.11.4.32.7 Letter 06b (Release of Excess Funds Initial Letter)

1. Click the Release of Excess Funds Initial Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 06b.

«TCO_ORGSHRTNM»

«RLS_InitialDate»

MEMORANDUM FOR «PCO_OrgFullNm»

ATTN: «PCO_PersOffice»/«PCO_PersNm»

SUBJECT: Initial Notification of Excess Funds

«KTR_OrgFullNm», Contract «AGR_ContractNbr»

Docket «DKT_DocketNbr»

The subject contract was «DKT_TermType» terminated for the convenience of the Government by notice dated «DKT_TermDate».

On the basis of the best evidence available, it is estimated that the gross settlement costs will approximate «DKT_GrsAntcptdStlmtAm». Therefore, the amount available for release as excess to the contract is «RLS_InitialAm». Any payments previously made to the contractor for the terminated items have been considered in arriving at the above amounts.

The related appropriation(s) and amount(s) involved are:

APPROPRIATION(s)
xxx

ALLOCATED AMOUNT(s)
xxx

If a modification is issued to deobligate funds, please forward a copy to the undersigned. Should you require further information, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.8 Letter 06c (Release of Excess Funds Interim Letter)

1. Click the Release of Excess Funds Interim Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 06c.

«TCO_ORGSHRTNM»

«RLS_InterimDate»

MEMORANDUM FOR «PCO_OrgFullNm»

ATTN: «PCO_PersOffice»/«PCO_PersNm»

SUBJECT: Interim Notification of Excess Funds

«KTR_OrgFullNm», Contract «AGR_ContractNbr»

Docket «DKT_DocketNbr»

Reference is made to my letter of «RLS_InitialDate», which recommended «RLS_InitialAm» as excess funds available for release under subject terminated contract.

The estimated gross settlement costs previously reported by reference above are hereby revised. On the best evidence now available, it is estimated that the gross settlement costs will approximate «DKT_GrsAntcptdStlmtAm». Therefore, the additional amount available for release is «RLS_InterimAm».

The related appropriation(s) and amount(s) involved are:

APPROPRIATION(s)

xxx

ALLOCATED AMOUNT(s)

xxx

If a modification is issued to deobligate funds, please forward a copy to the undersigned. Should you require further information, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.9 Letter 06d (Release of Excess Funds Final Letter)

1. Click the Release of Excess Funds Final Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 06d.

«TCO_ORGSHRTNM»

«RLS_FinalDate»

MEMORANDUM FOR «PCO_OrgFullNm»

ATTN: «PCO_PersOffice»/«PCO_PersNm»

SUBJECT: Final Notification of Excess Funds

«KTR_OrgFullNm», Contract «AGR_ContractNbr»

Docket «DKT_DocketNbr»

Reference is made to my letter of «RLS_InitialDate», which recommended «RLS_InitialAm» as excess funds available for release under subject terminated contract.

Settlement costs have been negotiated in the amount of «DKT_GrsAntcptdStlmtAm». Therefore, the amount of «RLS_FinalAm» is available for release, in addition to amount(s) previously recommended for release by reference above.

The related appropriation(s) and amount(s) involved are:

APPROPRIATION(s)

xxx

ALLOCATED AMOUNT(s)

xxx

If a modification is issued to deobligate funds, please forward a copy to the undersigned. Should you require further information, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.10 Letter 07 (Proposal Alert to Contractor)

1. Click the Proposal Alert to Contractor and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 07.

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

«TCO_ORGSHRTNM»

«DATE_Today»

«KTRPOC_PersNm»

«KTRPOC_OrgFullNm»

«KTRPOC_PersAddrLine1»

«KTRPOC_PersCityStateZip»

Dear «KTRPOC_LstNm»:

Your Contract «AGR_ContractNbr», Docket «DKT_DocketNbr» was «DKT_TermType» terminated for the convenience of the Government by notice to you dated «DKT_TermDate» from «PCO_OrgFullNm», «PCO_CityState».

FAR 49.206-1 requires you to submit a termination settlement proposal promptly, but no later than one year from the effective date of termination. The purpose of this letter is to remind you that a termination settlement proposal is due no later than «DKT_TermDt365». Failure to submit a proposal or request an extension thereof by this date will result in a unilateral determination of the amount due, if any, consistent with the termination clause of the contract, from which you have no right of appeal.

An early settlement of this termination would be mutually beneficial. Government audit and disposal of inventory will ordinarily take several months after receipt of a termination settlement proposal. If there should be any delaying factors with which this office can assist you, please telephone or write to the undersigned. If it becomes apparent that this termination can be settled at no-cost, please advise and I will forward a no-cost settlement agreement for your signature. Should you have any further questions, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

Sincerely,

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

April 1998

2.11.4.32.11 Letter 08a (Mod Cover Letter to Contractor - Initial)

1. Click the Mod Cover to Contractor - Initial and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 08a.

«TCO_ORGSHRTNM»

«DATE_Today»

«KTRPOC_PersNm»

«KTRPOC_OrgFullNm»

«KTRPOC_PersAddrLine1»

«KTRPOC_PersCityStateZip»

Dear «KTRPOC_LstNm»:

Reference is made to attached Modification «DKT_ModNbr» to Contract «AGR_ContractNbr»,
Docket «DKT_DocketNbr».

☐ Forwarded for signature are the original and one copy of referenced modification. Please execute and return the original supplemental agreement to the undersigned by «DATE_30».

☐ Forwarded for signature are the original and one copy of referenced modification. Please execute and return the original supplemental agreement, together with the original and four copies of your invoice in the net amount of «AGR_NetStlmtAm», to the undersigned by «DATE_30».

NOTE: TO AVOID PAYMENT DELAYS, IT IS IMPERATIVE THAT YOUR INVOICE FIRST BE FORWARDED TO THIS OFFICE FOR MY APPROVAL, AND NOT SENT DIRECTLY TO THE PAYMENT OFFICE.

Should you have any further questions, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

Sincerely,

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

Enclosure

2.11.4.32.12 Letter 08b (Mod Cover Letter to Contractor - Final)

1. Click the Mod Cover to Contractor - Final and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 08b.

«TCO_ORGSHRTNM»

«DATE_Today»

«KTRPOC_PersNm»

«KTRPOC_OrgFullNm»

«KTRPOC_PersAddrLine1»

«KTRPOC_PersCityStateZip»

Dear «KTRPOC_LstNm»:

Forwarded herewith is a duly executed copy of Modification «DKT_ModNbr» to Contract «AGR_ContractNbr», Docket «DKT_DocketNbr».

Should you have any further questions, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

Sincerely,

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

Enclosure

April 1998

2.11.4.32.13 Letter 09 (Docket File to ACO Letter)

1. Click the Docket File to ACO Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 09.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «ACO_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm», Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

Forwarded herewith is the completed termination docket file for your incorporation into the official contract file.

☐ Complete Termination. You should proceed with contract closeout.

☐ Partial Termination. If the termination is settled prior to physical completion of the remaining contract items, the contract must remain in Section 1 and close-out procedure will proceed in the normal manner. If the remaining contract items are physically complete, you should proceed with contract closeout.

If this contract has been in Section 3 with a T for C dormancy code, it should be reviewed and moved, or updated.

Please acknowledge receipt of the enclosed termination docket file by «DATE_15». Should you have any further questions, I may be reached at «TCO_Phone1» X«TCO_Ext».

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

Attachment

DATE:

FROM: «ACO_OrgShrtNm»

TO: «TCO_OrgShrtNm»(«TCO_PersNm»)

Receipt of subject termination docket file is hereby acknowledged.

Administrative Contracting Officer

2.11.4.32.14 Letter 10 (Mod to PCO with Final 1598)

1. Click the Mod to PCO with Final 1598 and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 10.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «PCO_OrgFullNm»

ATTN: «PCO_PersOffice»/«PCO_PersNm»

SUBJECT: «KTR_OrgFullNm», «KTR_CityState», Contract «AGR_ContractNbr»,
Docket «DKT_DocketNbr»

Enclosed is the original plus one copy of Supplemental Agreement No. «DKT_ModNbr» to subject contract. Also enclosed is the final DD Form 1598 for your records.

Should you have any further questions, I may be reached at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

Attachments

April 1998

2.11.4.32.15 Letter 11 (Mod to ACO Letter)

1. Click the Mod to ACO Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 11.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «ACO_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm», Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

Enclosed are five copies of Supplemental Agreement No. «DKT_ModNbr» to subject contract for your appropriate distribution.

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

Attachment

April 1998

2.11.4.32.16 Letter 12 (Mod to DFAS with Invoice)

1. Click the Mod to DFAS with Invoice and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 12.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «DFAS_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm», «KTR_CityState», Contract «AGR_ContractNbr»,
Docket «DKT_DocketNbr»

Enclosed is an executed copy of Supplemental Agreement No. «DKT_ModNbr» along with the original and three copies of the contractor's invoice in the amount of «AGR_NetStlmtAm» for payment of subject terminated contract.

This is a net termination settlement and the invoice is not subject to discount, offset, or cash management.

If you have any questions or require additional information, please contact me at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

Attachments

April 1998

2.11.4.32.17 Letter 13 (Mod to DFAS)

1. Click the Mod to DFAS and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 13.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «DFAS_OrgShrtNm»

SUBJECT: «KTR_OrgFullNm», «KTR_CityState», Contract «AGR_ContractNbr»,
Docket «DKT_DocketNbr»

Enclosed is one copy of Supplemental Agreement No. «DKT_ModNbr» to subject contract for your appropriate action.

If you have any questions or require additional information, please contact me at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

Attachment

2.11.4.32.18 Letter 14 (Request for Plant Clearance (DD 1640))

1. Click the Request for Plant Clearance (DD 1640) and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 14.

April 1998

REQUEST FOR PLANT CLEARANCE				1. DATE PREPARED (YYMMDD) «DATE_TODAY»		Form Approved OMB No. 0704-0246 Expires Oct 31,1991																				
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0246), Washington, DC 20503.																										
2. TO (Include ZIP Code) «PLCO_OrgFullNm» «PLCO_OrgShrtNm» «PLCO_PersAddrLine1» «PLCO_PersCityStateZip»				3. FROM (Include ZIP Code) «TCO_OrgFullNm» «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip»																						
It is requested that plant clearance, including prescribed screening and disposal actions, be accomplished with respect to the contractor inventory described in the enclosed schedules. Plant clearance authority is hereby delegated for the purpose of this referral.																										
4. GROSS VALUE OF INVENTORY SCHEDULES (\$) «INV_GrossValue»			5. SCHEDULE PARTIAL NUMBER			6. PROCUREMENT INSTRUMENT IDENTIFICATION NUMBER «AGR_ContractNbr»																				
7. PRIME CONTRACT END ITEM «INV_ItemDesc»						8. SUBCONTRACT NUMBER																				
9. NAME AND ADDRESS OF PRIME CONTRACTOR (Include ZIP Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip» «KTR_Phone» X<<KTR_Ext>>.				10. NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)																						
11. LOCATION OF PROPERTY				12. TYPE OF CONTRACT (X one) <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">a. FIXED PRICE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">b. COST TYPE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">c. FACILITY</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">d. LEASE AGREEMENT</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">e. FORMAL STORAGE AGREEMENT</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">f. BAILMENT</td> </tr> </table>				<input checked="" type="checkbox"/>	a. FIXED PRICE	<input type="checkbox"/>	b. COST TYPE	<input type="checkbox"/>	c. FACILITY	<input type="checkbox"/>	d. LEASE AGREEMENT	<input type="checkbox"/>	e. FORMAL STORAGE AGREEMENT	<input type="checkbox"/>	f. BAILMENT							
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13. TYPE OF INVENTORY (X one) <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">a. TERMINATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">b. RESIDUAL TO COMPLETED CONTRACT</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">c. CHANGE ORDER</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">d. EXCESS TO ACTIVE CONTRACT</td> <td style="text-align: center;"><input type="checkbox"/></td> <td colspan="3" style="text-align: center;">e. PRODUCTION EQUIPMENT</td> </tr> </table>								<input checked="" type="checkbox"/>	a. TERMINATION	<input type="checkbox"/>	b. RESIDUAL TO COMPLETED CONTRACT	<input type="checkbox"/>	c. CHANGE ORDER	<input type="checkbox"/>	d. EXCESS TO ACTIVE CONTRACT	<input type="checkbox"/>	e. PRODUCTION EQUIPMENT									
<input checked="" type="checkbox"/>	a. TERMINATION	<input type="checkbox"/>	b. RESIDUAL TO COMPLETED CONTRACT	<input type="checkbox"/>	c. CHANGE ORDER																					
<input type="checkbox"/>	d. EXCESS TO ACTIVE CONTRACT	<input type="checkbox"/>	e. PRODUCTION EQUIPMENT																							
14. REMARKS																										
15. ENCLOSURE(S) (Include Prime Contractor's Certificate of Allocability and Statement of No Further Requirements for the Property)																										
16. REQUESTING OFFICIAL <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td colspan="3" style="vertical-align: top;"> a. TYPED NAME (Last, First, Middle Initial) «TCO_PersNm» </td> <td colspan="3" style="vertical-align: top;"> c. SIGNATURE </td> <td colspan="2" style="vertical-align: top;"> d. DATE SIGNED (YYMMDD) «DATE_Today» </td> </tr> <tr> <td colspan="3" style="vertical-align: top;"> b. TITLE «TCO_PosNm» </td> <td colspan="3" rowspan="2"></td> <td colspan="2" rowspan="2"></td> </tr> <tr> <td colspan="3"></td> </tr> </table>								a. TYPED NAME (Last, First, Middle Initial) «TCO_PersNm»			c. SIGNATURE			d. DATE SIGNED (YYMMDD) «DATE_Today»		b. TITLE «TCO_PosNm»										
a. TYPED NAME (Last, First, Middle Initial) «TCO_PersNm»			c. SIGNATURE			d. DATE SIGNED (YYMMDD) «DATE_Today»																				
b. TITLE «TCO_PosNm»																										
FIRST ENDORSEMENT																										
17. TO (Include ZIP Code)				18. FROM (Include ZIP Code)				19. DATE (YYMMDD)																		
(1) Disposition will be accomplished under case number _____ (2) It is requested that all correspondence with this office pertaining to enclosure(s) make reference to the assigned case number.																										
20. PLANT CLEARANCE OFFICER <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td colspan="3" style="vertical-align: top;"> a. TYPED NAME (Last, First, Middle Initial) </td> <td colspan="3" style="vertical-align: top;"> c. SIGNATURE </td> <td colspan="2" style="vertical-align: top;"> d. DATE SIGNED (YYMMDD) </td> </tr> <tr> <td colspan="3" style="vertical-align: top;"> b. TITLE </td> <td colspan="3" rowspan="2"></td> <td colspan="2" rowspan="2"></td> </tr> <tr> <td colspan="3"></td> </tr> </table>								a. TYPED NAME (Last, First, Middle Initial)			c. SIGNATURE			d. DATE SIGNED (YYMMDD)		b. TITLE										
a. TYPED NAME (Last, First, Middle Initial)			c. SIGNATURE			d. DATE SIGNED (YYMMDD)																				
b. TITLE																										

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2.11.4.32.19 Letter 15 (Request for Plant Clearance Letter)

1. Click the Request for Plant Clearance Letter and Generate Letter button from the Create Letter/Memo Menu screen to display Letter 15.

«TCO_ORGSHRTNM»

«DATE_Today»

MEMORANDUM FOR «PLCO_OrgShrtNm»

SUBJECT: Terminated Contract No. «AGR_ContractNbr», Docket «DKT_DocketNbr»

Contractor: «KTR_OrgFullNm»

Address: «KTR_AddrLine1»; «KTR_CityStateZip»

Telephone: «KTR_Phone» X<<KTR_Ext>>.

Request for Property Disposition

The enclosed Inventory Schedules pertaining to the subject terminated contract are being forwarded with the request that the inventory listed thereon be disposed of providing that the Inventory Verification Survey finds the inventory to be of acceptable quality to its present state of completion.

Request that this office be provided a copy of your Notice of Acceptance of Inventory (DD - 1637) and Inventory Verification Survey (DD 1642/SF-1423) immediately upon completion of the survey.

In accordance with FAR 45.603, obtain Termination Contracting Officer approval when accepting the Contractor's offer to purchase or retain all or part of the termination inventory, or in authorizing actions that may result in incurred costs.

In accordance with FAR 45.606-2 and 3, ensure the contractor has retained all common inventory, has attempted to return contractor acquired property to the supplier for appropriate credit, or has diverted subject terminated inventory to other work where needed.

In complying with the above, please identify our docket number on all documents and correspondence submitted to this office. If you have any questions or require additional information, please contact me at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

Attachments

2.11.4.32.20 Letter 16 (Price/Cost Analysis or Review Request)

1. Click the Price/Cost Analysis or Review Request and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 16.
2. Select Proposed Settlement Type.

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PRICE/COST ANALYSIS REVIEW REQUEST			REQUESTING ACTIVITY OR SERVICE	
TO: «PRIC_OrgShrtNm»		FROM: «TCO_OrgShrtNm»		INITIATED BY <input type="checkbox"/> PCO <input type="checkbox"/> ACO <input checked="" type="checkbox"/> TCO
DATE PCO REQUEST RECEIVED IN DCAS	DATE CONTRACTOR PROPOSAL RECEIVED IN DCAS «PCARR_LatestStlmtPropRcvDt»	CONTRACTOR NAME AND ADDRESS «KTR_OrgFullNm»		
CONTRACT OR SOLICITATION NUMBER «AGR_ContractNbr»	CATEGORY OF CONTRACT PROPOSAL <input checked="" type="checkbox"/> PRIME <input type="checkbox"/> SUB <input type="checkbox"/> FMS	«KTR_AddrLine1» «KTR_CityStateZip»		
DOCUMENT CONTROL NUMBER «DKT_DocketNbr» (If applicable) (Attach DLA Form 929, Request For Contract Administration Services) (Direct procurements by foreign governments and international organizations)				
ANALYSIS OR REVIEW IS REQUESTED FOR THE INDICATED ITEM(S) (See DLAM 8105.1, Part 15.805-5)				
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>a. New Procurement \$ _____</p> <p>c. Contract Changes \$ _____</p> <p>e. Overhead or Cost Monitoring Reviews \$ _____</p> <p>g. Support Cases \$ _____</p> </div> <div style="width: 48%;"> <p>b. Order Under Existing Contracts or BOAs \$ _____</p> <p>d. Other Pricing Cases \$ _____</p> <p>f. Other Cases \$ «PCARR_LatestStlmtSubAm» «PCARR_LatestStlmtTypeDesc»</p> </div> </div>				
OTHER DATA				
Negotiation or other required action will be finalized by <input type="checkbox"/> PCO <input type="checkbox"/> ACO <input checked="" type="checkbox"/> TCO				
The date PCO requires report _____				
The date TCO requires report «DKT_AudDueDt»				
The requested date for completion and submission of your report to the ACO is _____				
Please advise if and when it becomes apparent these dates cannot be met.				
The report should be submitted in original and <u>1</u> copies.				
Special attention should be given to the following:				
If this review involves a contract or solicitation having special security provisions, please note below:				
TYPED OR PRINTED NAME AND SIGNATURE OF CONTRACTING OFFICER «TCO_PersNm»			DATE «DATE_Today»	
THIS PORTION TO BE COMPLETED BY FINANCIAL SERVICES				
TO:		FROM:		DATE REQUEST RECEIVED IN PRICING
ANALYST NAME		ASSIGNED CASE NUMBER		DATE CASE NUMBER ASSIGNED
ACTION HAS BEEN COMPLETED AS FOLLOWS:				
<input type="checkbox"/> a. A written report or comment is enclosed <input type="checkbox"/> b. Comments are provided below: <input type="checkbox"/> c. Request is returned without complete action as explained below:				
TYPED OR PRINTED NAME AND SIGNATURE OF CHIEF, FINANCIAL SERVICES			DATE	

2.11.4.32.21 Letter 17 (Termination File Checklist)

1. Click the Termination File Checklist and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 17.

TERMINATION FILE CHECK LIST		DOCKET NUMBER «DKT_DocketNbr»	
NAME AND ADDRESS OF CONTRACTOR «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»		CONTRACT NUMBER «AGR_ContractNbr»	
REGION «TCO_OrgShrtNm» ACO: <<ACO_OrgShrtNm>>			
SETTLEMENT ("X" Applicable Box) <input type="checkbox"/> COST <input type="checkbox"/> NO COST		CONTRACT ("X" Applicable Box) <input type="checkbox"/> FP <input type="checkbox"/> COST REIM.	
		TERMINATION ("X" Applicable Box) <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL	
TAB NO.	ITEM	"X" OR "N/A"	
1.	TERMINATION NOTICE AND RELATED DOCUMENTS		
2.	CONTRACT TERMINATION STATUS REPORT		
3.	CONTRACT OR CROSS-REFERENCE SHEET INDICATING ITS LOCATION		
4.	DELEGATIONS/REVOCATIONS BY TCO		
5.	MEMORANDUM OF INITIAL AND ANY OTHER CONFERENCES		
6.	NO-COST LETTER FROM CONTRACTOR		
7.	MISCELLANEOUS DOCUMENTS		
8.	PRIME CONTRACTOR'S SETTLEMENT PROPOSAL		
9.	PARTIAL PAYMENT APPLICATIONS AND RELATED DOCUMENTS		
10.	AUDIT REPORTS		
11.	FORMAT-LETTER NOTIFICATION-EXCESS FUNDS		
12.	LIST AND DISPOSITION OF SUBCONTRACTORS' CLAIMS IF NOT INCLUDED IN SETTLEMENT MEMORANDUM: DOCUMENTS SUPPORTING SUBCONTRACT SETTLEMENTS		
13.	TECHNICAL REPORTS (<i>Engineering, Pricing/Costing, Inspection, etc.</i>)		
14.	DOCUMENTS PERTAINING TO COUNTERCLAIMS, SET-OFFS, APPEALS, LITIGATIONS, ETC.		
15.	PLANT CLEARANCE REPORT (<i>Subcontractor</i>)		
16.	PLANT CLEARANCE REPORT (<i>Contractor</i>)		
17.	SETTLEMENT MEMORANDUM		
18.	SETTLEMENT REVIEW BOARD ACTIONS		
19.	SETTLEMENT AGREEMENT, AMENDMENT, OR UNILATERAL DETERMINATION		
20.	NOTICE TO AND/OR CONCURRENCE OF ASSIGNEES, GUARANTORS, AND SURETIES		
CERTIFICATE OF TCO			
<i>I HAVE EXAMINED THE FILE AND ALL REQUIRED DOCUMENTS ARE CONTAINED HEREIN.</i>			
SIGNATURE OF TCO		DATE	

April 1998

2.11.4.32.22 Letter 18 (Forms to Contractor Letter)

1. Click the Forms to Contractor Letter and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 18.

«TCO_ORGSHRTNM»

«DATE_Today»

«KTRPOC_PersNm»

«KTRPOC_OrgFullNm»

«KTRPOC_PersAddrLine1»

«KTRPOC_PersCityStateZip»

Dear «KTRPOC_LstNm»:

Enclosed with this letter is a package of instructions pertaining to filing of termination settlement proposals under Contract «AGR_ContractNbr», Docket «DKT_DocketNbr». Please see that lower-tier subcontractors, if any, have this information available to them. Use of this guide will ensure that the final negotiation or subcontract settlement approval date will not become unduly delayed due to incorrectly prepared forms.

Please note that the Federal Acquisition Regulation (FAR) is used or referenced herein for guidance. Your review of FAR Parts 45 and 49 will assist you in preparation of your inventory schedule(s) and termination settlement proposal, respectively.

If you have any questions or require assistance, please contact me at «TCO_Phone1» X<<TCO_Ext>>.

«TCO_PERSNM»

«TCO_PosNm»

Terminations Team

Enclosure

2.11.4.32.23 Letter 19 (Prenegotiation Objectives)

1. Click the Prenegotiation Objectives and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 19.

TERMINATION SETTLEMENT
PRENEGOTIATION OBJECTIVES

MEMORANDUM TO FILE

<<DATE_Today>>

SUBJECT: Plan for Conducting Negotiations with:

Contractor: <<KTR_OrgFullNm>>

Contract No.: <<AGR_C ontractNbr>>
for Termination Settlement

Docket: <<DKT_DocketNbr>>

A. GENERAL INFORMATION:

1. Contract Type: <<AGR_PriceTypeDesc>>

2. Termination Type: <<DKT_TermType1>>

3. Termination Date: <<DKT_TermDate>> Time Extension Granted: NO

4. Authority to Negotiate: (*Insert authority*)

5. Contractor's Proposal Submitted: Date:
 Amount:

6. Audit Report No.: Date:
 Costs Questioned:

7. Technical Evaluation: <<TECH_OrgShrNm>> Date: <<RCVDT_LatestTechReport>>

8. Cost/Price Analysis: <<PRIC_OrgShrtNm>> Date: <<RCVDT_LatestPricingCase>>

9. Legal Review: <<LEGAL_OrgShrtNm>> Date: <<RCVDT_LatestLegalReview>>

10. Government Negotiation Team:

B. EXHIBITS (if applicable):

C. NEGOTIATION OBJECTIVES:

1. Justification of Cost/Price Objective (Discuss each element of cost):

2. Other negotiation Objectives (Items not related to cost or price):

D. This document does not constitute a final binding decision to the negotiated price. Only authorized signatures on a supplemental agreement shall constitute a binding settlement.

E. REVIEW/APPROVAL:

_____	_____
Contract Termination Specialist	Date

_____	_____
Termination Contracting Officer	Date

_____	_____
Termination Team Leader	Date

DLAM 8000.3
PART 2, CHAPTER 11

April 1998

COST/PRICE OBJECTIVES

<u>COST</u> <u>ELEMENT</u>	<u>CONTRACTOR</u> <u>PROPOSED</u>	<u>DCAA</u> <u>QUESTIONED</u>	<u>DCAA</u> <u>RECOMMENDED</u>	<u>NEGOTIATION OBJECTIVES</u>			<u>REF.</u> <u>NOTES</u>
				<u>MINIMUM</u>	<u>TARGET</u>	<u>MAXIMUM</u>	

2.11.4.32.24 Letter 20 (Settlement Memo - No - Cost Settlement)

1. Click the Settlement Memo-No-Cost Settlement and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 20.

SETTLEMENT MEMORANDUM - NO-COST SETTLEMENT

MEMORANDUM TO FILE

DATE «DATE_Today»

SUBJECT: «KTR_OrgFullNm», Docket «DKT_DocketNbr»

This memorandum relates to the settlement at no cost to the Government of «DKT_TermType» terminated Contract No. «AGR_ContractNbr».

It has been determined that no payments have been made on the terminated items; there are no unadjusted contract changes; no Government-furnished property is involved; and there are no known Government claims against the contractor.

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

2.11.4.32.25 Letter 21 (Settlement Memo - No - Cost Determination)

1. Click the Settlement Memo-No-Cost Determination and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 21.

SETTLEMENT MEMORANDUM - NO-COST DETERMINATION

MEMORANDUM TO FILE

DATE «DATE_Today»

SUBJECT: «KTR_OrgFullNm», Docket «DKT_DocketNbr»

This memorandum relates to the determination at no cost of «DKT_TermType» terminated Contract No. «AGR_ContractNbr».

The contractor failed to submit a settlement proposal within the one year time period allowed by FAR 49.206-1. There is no evidence in the file, or otherwise indicating the amount of costs, if any, which were incurred by the contractor.

It has been determined that no payments have been made on the terminated items; there are no unadjusted contract changes; no Government-furnished property is involved; and there are no known Government claims against the contractor.

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

2.11.4.32.26 Letter 22 (Settlement Memo - No - Cost with Equitable Adjustment)

1. Click the Settlement Memo-No-Cost with Equitable Adjustment and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 22.

SETTLEMENT MEMORANDUM - NO-COST SETTLEMENT
WITH EQUITABLE PRICE ADJUSTMENT

MEMORANDUM TO FILE

DATE «DATE_Today»

SUBJECT: «KTR_OrgFullNm», Docket «DKT_DocketNbr»

This memorandum relates to the settlement at no cost (with an equitable adjustment) of «DKT_TermType» terminated Contract No. «AGR_ContractNbr».

It has been determined that no payments have been made on the terminated items; there are no unadjusted contract changes; no Government-furnished property is involved; and there are no known Government claims against the contractor.

The Contractor filed a request for an equitable price adjustment of the continued portion of the contract. His SF-1411 proposed a unit price increase from «LIEA_OldUnitPrice» to «LIEA_ProposedUnitPrice». After evaluation of the proposed increase, the TCO negotiated a unit price of «LIEA_NewUnitPrice» for the reduced quantity. The gross amount of the price increase was \$0.00 (\$0.00 X «LIEA_OrderQty»).

«TCO_PERSNM»
«TCO_PosNm»
Terminations Team

2.11.4.32.27 Letter 23 (Settlement Memo - Short Form)

1. Click the Settlement Memo-Short Form and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 23.

TERMINATION SETTLEMENT MEMORANDUM

DATE: «DKT_NegCompDate»

CONTRACTOR: «KTR_OrgFullNm»

DOCKET NO: «DKT_DocketNbr1»

CONTRACT NUMBER: «AGR_ContractNbr»

AF DOCKET NO: «DKT_AltID»

CONTRACT AMOUNT: «AGR_Am»

CONTRACT TYPE: «AGR_PriceTypeDesc»

DESCRIPTION OF ITEMS TERMINATED:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001AA	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

TERMINATION CLAUSE:

EFFECTIVE DATE OF TERMINATION: «DKT_TermDate»

WAS TERMINATION NOTICE AMENDED? _____ YES _____ NO

DID CONTRACTOR STOP WORK ON EFFECTIVE DATE? _____ YES _____ NO

CONTRACT PRICE OF ITEMS TERMINATED (CPIT): «DKT_CPIT»

TERMINATION TYPE: _____ COMPLETE _____ ☒ PARTIAL

DATE CONTRACTOR'S SETTLEMENT FILED:

BASIS: SF FORMS _____ 1435 _____ 1436 _____ 1437 _____ 1438 _____ OTHER

TYPES OF REVIEWS: _____ DCAA _____ TECH _____ PRICING _____ LEGAL _____ TCO
_____ PLANT CLEARANCE _____ OTHER

SUMMARY OF PROPOSAL

	<u>Contractor Amount</u>	<u>Negotiated Amount</u>
Cost Claimed	_____	_____
Profit / Fee	_____	_____
Settlement Expense	_____	_____
Settlement with Subs	_____	_____
Gross Settlement	_____	_____
Disposal - Other Credits	_____	_____
Net Settlement	_____	_____
Part/Prog/Adv Payments	_____	_____
Net Payment Requested	_____	_____

PARTICIPATING PERSONNEL

<u>Name</u>	<u>Title</u>	<u>Contractor</u>	<u>Representing Government</u>
-------------	--------------	-------------------	------------------------------------

April 1998

NEGOTIATED SETTLEMENT (Describe basis and factors taken into consideration in arriving at settlement amount. Use narrative if necessary)

HAS CONTRACTOR REQUESTED AN EQUITABLE ADJUSTMENT? _____ YES _____ X NO

WERE UNADJUSTED CONTRACT CHANGES INCLUDED? _____ YES _____ X NO

PROFIT / FEE: (Explain basis for payment for profit or for adjustment for loss.)

SETTLEMENT EXPENSES:

SUBCONTRACT SETTLEMENTS:

	<u>Number</u>	<u>Amount</u>
Under Authorization	_____	_____
Approved by TCO	_____	_____

PLANT CLEARANCE:

Disposal Credits: «DKT_DspsCrdtAm»

All Inventory Disposed Of _____ YES _____ NO

Government Property Accounted For _____ YES _____ NO

CLAIMS IN FAVOR OF GOVERNMENT:

RESERVATION OF RIGHTS:

SUMMARY

Net Payment This Settlement

Contract Price of Items Terminated

Less: Total Payments to Date
Net Payment this Settlement
Funds Reserved for Reservations _____

Reduction in Contract Price

Amount of gross settlement is fair and reasonable to both the Government and Contractor.

This document does not constitute a final binding decision to the negotiated price. Only authorized signatures on a supplemental agreement shall constitute a binding settlement.

Contract Termination Specialist

Termination Contracting Officer

2.11.4.32.28 Letter 24 (Settlement Memo - Long Form)

1. Click the Settlement Memo-Long Form and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 24.

SETTLEMENT MEMORANDUM TO FILE

DATE «DKT_NegCompDate»

SUBJECT: Contract «AGR_ContractNbr», Docket «DKT_DocketNbr»

PART I - GENERAL INFORMATION

1. Contractor

a. Name: «KTR_OrgFullNm»

b. Address: «KTR_AddrLine1»
«KTR_CityStateZip»

c. Affiliations with subcontractors:

d. Contractor personnel present at negotiations:

NAME

TITLE

e. Government personnel present at negotiations:

NAME

TITLE

2. Description of terminated contract

a. Contract Number and Date: «AGR_ContractNbr» «AGR_EffDt»

b. Type of Contract: «AGR_PriceTypeDesc»

c. General Description of Contract Items:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001AA	PROPELLER, MARINE	5	EA	\$7,370.00	\$36,850.00

d. Total Contract Price: «AGR_Am»

e. Termination Article: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)

3. Termination Notice

- a. Termination Notice from: «PCO_OrgFullNm»
- b. Effective Date: «DKT_TermDate»
- c. Termination Items:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001AA	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

- d. CPIT: «DKT_CPIT»
- e. If termination notice was amended, explain:

PART II - CONTRACTOR'S SETTLEMENT PROPOSAL

- 1. Date(s) and Amount(s):
- 2. Type of Reviews made and by whom:
 - a. Audit:
 - b. Technical:
 - c. Cost/Price Analysis:
 - d. Plant Clearance:
 - e. Legal:
 - f. Other:

PART III - TABULAR SUMMARY OF CONTRACTOR'S PROPOSAL

<u>COST</u> <u>ELEMENT</u>	<u>CONTRACTOR</u> <u>PROPOSED</u>	<u>DCAA</u> <u>QUESTIONED</u>	<u>DCAA</u> <u>RECOMMENDED</u>	<u>TCO</u> <u>NEGOTIATED</u>	<u>REF.</u> <u>NOTES</u>
-------------------------------	--------------------------------------	----------------------------------	-----------------------------------	---------------------------------	-----------------------------

PART IV - DISCUSSION OF SETTLEMENT

1. Cost:

()

()

()

2. Profit:

()

3. Settlement Expenses:

()

4. Subcontractor's Settlements:

()

No. of
Settlements

Net
Amount

Approved by Contracting Officer
Concluded by Contractor under
Delegation Authority
No Cost Settlements

TOTAL

5. Disposal Credits:

()

6. Progress or Advance Payments:

()

7. Partial Payment:

()

8. Claims of Government Against Contractor Included in Settlement Reservations:
9. Assignments:
10. Plant Clearance:
11. Government Property:
12. Special Tooling:
13. Other Remarks:
14. Summary of Settlement:

	<u>CLAIMED</u>	<u>ALLOWED</u>
Prime Contractor's Charges		
Subcontractor' Charges		
Gross Settlement		
Less Disposal Credits		
Net Settlement		
Less Progress Payment Credits		
Less Partial Payment Credits		
Less Other Credits		
Net Payment		
Contract Price of Items Terminated		
Less Payments to Date		
Less Net Payment this Settlement		
Less Reserved for Reservations		
Decrease in Contract Price		

PART V - RECOMMENDATIONS

1. The negotiated settlement in the net amount of «AGR_NetStlmtAm» is determined to be fair and reasonable to both contractual parties. The negotiated settlement is set forth in Supplemental Agreement No. «DKT_ModNbr».
2. By writing this Settlement Memorandum and issuing Supplemental Agreement No. «DKT_ModNbr», the TCO has complied with the requirements of Contract Audit Follow-up by disposing of Audit Report No. «ARPT_LatestName», dated «ARPT_LatestDt».
3. This document does not constitute a final binding decision to the negotiated price. Only authorized signatures on a supplemental agreement shall constitute a binding settlement.

«TCO_PersNm»

Termination Contracting Officer

Date

2.11.4.32.29 Letter 25 (Initial Conference Worksheet)

1. Click the Initial Conference Worksheet and the Generate Letter button from the Create Letter/Memo Menu screen to display Letter 25.

INITIAL CONTACT WORKSHEET

CAGE CODE _____ DOCKET NUMBER _____

CONTRACTOR _____

STREET ADDRESS/P.O BOX _____

CITY/STATE/ZIP _____

CONTRACT NUMBER _____ ORDER NUMBER _____

TCO CODE _____ PCO CODE _____ AIR FORCE DOCKET NUMBER _____

TERMINATION DATE _____ ASSIGNMENT DATE _____

ACO TEAM _____ CONTRACT TYPE _____

CONTRACT AMOUNT \$ _____ CPIT \$ _____

TERMINATED ITEM _____ TERMINATION TYPE (P/C) _____

INITIAL CONTACT DATE _____ PERSON CONTACTED _____

TELEPHONE NUMBER (____) _____ TITLE _____

FAX (____) _____ COMPLEXITY CODE _____

FUNDS EXPIRE DATE _____

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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[illegible]

FINANCE OFFICE:_____

AGENCY TERMINATING CONTRACT:_____

ADDRESS:_____

AGENCY TCO NAME/CODE:_____TELEPHONE: (_____)_____

DSN: (_____)_____FAX: (_____)_____

AGENCY BUYER NAME/CODE:_____TELEPHONE: (_____)_____

ACO NAME/CODE:_____TELEPHONE: (_____)_____

(FAR 49.105) REVIEW WITH CONTRACTOR:

1. CONTRACTOR'S OBLIGATIONS.
2. STATUS OF ANY PLANS, DRAWINGS AND INFORMATION THAT WOULD HAVE BEEN DELIVERED HAD THE CONTRACT BEEN COMPLETED.
3. STATUS OF ANY CONTINUING WORK (ADMINISTERED BY THE ACO).
4. CONTRACTOR'S OBLIGATION TO TERMINATE SUBCONTRACTS; GENERAL PRINCIPLES TO BE FOLLOWED IN SETTING SUBCONTRACT PROPOSALS.
5. TRANSFER OF TITLE AND DELIVERY TO THE GOVERNMENT OF REQUIRED MATERIAL. STRESS SUBMISSION OF ACCEPTABLE INVENTORY SCHEDULES AND IMPORTANCE OF EARLY SUBMISSION.
6. CONTRACTOR ACCOUNTING PRACTICES, PREPARATION OF SF 1439 (SCHEDULE OF ACCOUNTING INFORMATION), SETTLEMENT EXPENSES(FAR 31.205-42(G)).
7. PROPOSAL FORMAT.
8. ACCOUNTING REVIEW.
9. INTERIM FINANCING.
10. TIME PARAMETERS FOR THE VARIOUS ELEMENTS OF A TERMINATION SETTLEMENT.
11. REQUIRED CONTRACTOR ACTIONS TO REDUCE IMPACT ON EMPLOYEES ADVERSELY AFFECTED BY THE TERMINATION.

12. CONTRACTOR OBLIGATION TO FURNISH ACCURATE, COMPLETE AND CURRENT COST OR PRICING DATA; PLUS CERTIFICATION, IF REQUIRED.

CONTRACTOR PROVIDED DATA:

1. TERMINATION NOTICE DATED: _____ PARTIAL _____ COMPLETE _____ DATE
NOTICE REC'D: _____ DATE STOPPED WORK _____

2 WILL THE CONTRACTOR ACCEPT A NO-COST SETTLEMENT? YES _____ NO _____ (IF "YES",
INSTRUCT THE CONTRACTOR TO MAIL A LETTER, ON A COMPANY LETTER-HEAD, STATING
WILLINGNESS TO ACCEPT A NO-COST SETTLEMENT).

DATE LETTER IS TO BE MAILED: _____

3. SUBCONTRACTORS:

DATE NOTIFIED: _____ DATE STOPPED WORK _____

NAME/ADDRESS

4. PRIME CONTRACTOR PERSONNEL HANDLING REVIEW AND SETTLEMENT OF
SUBCONTRACTOR SETTLEMENT PROPOSALS AND METHODS BEING USED:

NAME/TITLE

SETTLEMENT METHOD

A. PRIME CONTRACTOR MUST PERFORM ADMINISTRATION ACTIONS WITH SUBCONTRACTORS
THE SAME AS THE GOVERNMENT DOES WITH THE PRIME CONTRACTOR.

5. PRIME CONTRACTOR INVENTORY:

A. ARE THERE:

(1) COMMON ITEMS THE CONTRACTOR SHOULD DIVERT TO OTHER WORK:

Y _____ N _____

(2) WORK-IN-PROCESS TO BE DIVERTED TO OTHER WORK: Y____N____

(3) ITEMS RETURNABLE TO SUPPLIERS WITHOUT CHARGE OR FOR NOMINAL
RESTOCKING CHARGE (25% OR LESS) Y____N____

B. ON PARTIAL TERMINATION, ASSIGN ITEMS OF LEAST DEVELOPMENT TO TERMINATION TO
REDUCE COSTS.

C COMPLETED END ITEMS: YES____NO____

D FIRST ARTICLE APPROVAL REQUIRED: YES____NO____ IF REQUIRED:

(1) DATE SUBMITTED_____

(2) WAS FIRST ARTICLE

(A) APPROVED UNCONDITIONALLY: YES____NO____ DATE APPROVED _____

(B) CONDITIONALLY APPROVED: YES____NO____ DATE APPROVED _____

(C) NOT APPROVED

(D) DATE NOTIFIED:_____

(E) PROBLEMS:_____

(3) IF THE FIRST ARTICLE WAS NOT APPROVED, ALL COSTS RELATED TO FIRST ARTICLE
WILL BE REASONABLE, NECESSARY AND ALLOCABLE TO TERMINATED PORTION OF CONTRACT
AND SHALL NOT EXCEED CONTRACT PRICE OF FIRST ARTICLE IF SEPARATELY PRICED.

(4) IF FIRST ARTICLE WAS APPROVED, ALL COSTS MAY BE CONSIDERED FOR
REIMBURSEMENT DEPENDING UPON DETERMINATION OF REASONABLENESS, NECESSITY AND
ALLOCABILITY TO TERMINATED PORTION OF CONTRACT.

E. ARE THERE ANY OF THE FOLLOWING IN INVENTORY:

(1) HAZARDOUS MATERIALS (CAUSTIC CHEMICALS) YES____NO____

(2) NUCLEAR MATERIALS (RADIATION HAZARD) YES____NO____

(3) PERISHABLE MATERIALS (RUBBER "O" RINGS) YES____NO____

(4) PRECIOUS METALS (PLATINUM, GOLD, SILVER) YES____NO____

(5) TOXIC MATERIALS (POISONS) YES_____NO_____

(6) MUNITIONS (EXPLOSIVES) YES_____NO_____

IF ABOVE LISTED ITEMS ARE IN EXISTENCE, CHECK CONTRACT FOR DISPOSAL INSTRUCTIONS;
CHECK WITH SAFETY OFFICER FOR INSTRUCTIONS; COORDINATE WITH ACO FOR ASSISTANCE.
THE CONTRACTOR SHALL INVENTORY SCHEDULES IMMEDIATELY FOR THESE ITEMS.

6. LEASE PROBLEMS

A. LEASE CANCELLATION YES_____NO_____

(1) PROPERTY SPECIFICALLY FOR SUBJECT CONTRACT YES_____NO_____

(2) DATE ACQUIRED:_____

B. PROPRIETARY INFORMATION YES_____NO_____

NATURE OF INFORMATION:_____

C. PATENT INVOLVED YES_____NO_____

(1) DEVELOPED AT GOVERNMENT EXPENSE YES_____NO_____

(2) DATE OF PATENT:_____

D. RIGHTS IN DATA YES_____NO_____

NATURE OF PROBLEM:_____

E. ROYALTIES YES_____NO_____

NATURE OF PROBLEM:_____

F. STOP-WORK ORDER ISSUED YES_____NO_____

DATE STOP-WORK ORDER ISSUED:_____

NATURE OF PROBLEM:_____

7. PROPOSAL

A. ESTIMATED PROPOSAL AMOUNT: \$_____

B. TARGET DATE FOR SUBMISSION:_____

C. FORMS NEEDED YES_____NO_____

8. RELEASE OF FUNDS

A. TOTAL CONTRACT PRICE \$_____

B. CONTRACT PRICE OF ITEMS TERMINATED (CPIT) \$_____

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C. PROGRESS, ADVANCE OR PARTIAL PAYMENTS MADE ON CPIT \$_____

D. SUBTOTAL \$_____

E. ESTIMATED PROPOSAL AMOUNT, PLUS CONTINGENCY AMOUNT \$_____

G. DATE INITIAL RELEASE OF FUNDS RECOMMENDED:_____

9. ASSIGNEES OR GUARANTORS

NAME_____ADDRESS_____

10. OTHER DISCUSSION

A. EPA ON PARTIAL TERMINATION FOR CONTINUED PORTION YES_____NO_____

B. UNADJUSTED CONTRACTUAL CHANGES YES_____NO_____

IF YES, EXPLAIN_____

11. AUTHORIZED TO NEGOTIATE SETTLEMENT YES_____NO_____

IF NO, AUTHORIZED INDIVIDUAL IS_____

12. MOCAS SYSTEM AS OF_____SHOWS UNLIQUIDATED FUNDS OF \$_____

WIP (PROGRESS PAYMENTS OUTSTANDING): \$_____

13. IF COST REIMBURSABLE CONTRACT, HAVE DCAA AND DISBURSING OFFICE BEEN NOTIFIED
OF VOUCHERING OUT PERIOD (DLAM 8110.1, 49-302)?

YES_____NO_____

FINANCE OFFICE:_____

AGENCY TERMINATING CONTRACT:_____

ADDRESS:_____

AGENCY TCO NAME/CODE:_____TELEPHONE: ()_____

DSN: ()_____

FAX: ()_____

AGENCY BUYER NAME/CODE:_____TELEPHONE: ()_____

ACO NAME/CODE:_____TELEPHONE: ()_____

MODIFICATIONS

Note: Select multiple Modifications in random order: Hold Ctrl key and click left mouse button or hold Shift key and click left mouse button to select in group order.

2.11.4.32.30 Modification 01 (Modification - Fixed Price Complete)

1. Click the Modification - Fixed Price Complete and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 01.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(√)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				√		10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»	
CODE «KTR_OrgID»		FACILITY CODE				10B. DATED (SEE ITEM 13) «AGR_EffDt»	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
√	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement settles the settlement proposal resulting from the Notice of Termination dated «DKT_TermDate», which completely terminated the contract shown in block 10A above.

GROSS SETTLEMENT: «DKT_GrsStlmtAm»
NET PAYMENT: «AGR_NetStlmtAm»

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

(b) The parties agree to the following:

(1) The Contractor certifies that all contract termination inventory (including scrap) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.

(2) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating (i) that all subcontract termination inventory (including scrap) has been retained or acquired by the subcontractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and (ii) that the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.

(3) The Contractor certifies that all items of termination inventory, the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement, (i) are properly allocable to the terminated portion of the contract, (ii) do not exceed the reasonable quantitative requirements of the terminated portion of the contract, and (iii) do not include any items reasonably usable without loss to the Contractor on its other work. The Contractor further certifies that the Contracting officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.

(4) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.

(5) The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the contractor by those subcontractors.

(6) (i) The Contractor has received «IPAY_SumMatIPayAm» for work and services performed, or items delivered, under the completed portion of the contract. The Government confirms the right of the Contractor, subject to paragraph (7) below, to retain this sum and agrees that it constitutes a portion of the total amount to which the Contractor is entitled in complete and final settlement of the contract.

(ii) Further, the Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of «AGR_NetStlmtAm», arrived at by deducting from «DKT_GrsStlmtAm» (A) the amount of «IPAY_SumOthIPayAm» for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated payments (with any interest), and (B) the amount of «DKT_DspsCrtdAm» for all applicable property disposal credits, and (C) the amount of «DKT_OthCrtdAm» for all other amounts due the Government under this Contract, except as provided in paragraph (7) below.

(iii) The net settlement of «AGR_NetStlmtAm» in subdivision (ii) above, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the complete termination of the contract and all other demands and liabilities of the Contractor and the Government under the contract, except as provided in paragraph (7) below.

(7) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

(i) All rights and liabilities, if any, of the parties, as to matters covered by, and regulations made implementing 10 U.S.C. 2382, as amended, and any other re-negotiation authority.

(ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.

(iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."

(iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.

(v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.

(vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.

(vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remaining in the Contractor's custody.

(viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.

(ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete and covenants of indemnity.

(x) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

2.11.4.32.31 Modification 02 (Modification - Fixed Price Partial)

1. Click the Modification - Fixed Price Partial and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 02.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(√)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
CODE «KTR_OrgID» FACILITY CODE				√			
				10B. DATED (SEE ITEM 13) «AGR_EffDt»			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
√	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement settles the settlement proposal resulting from the Notice of Termination dated «DKT_TermDate», which partially terminated the contract shown in block 10A above.

GROSS SETTLEMENT: «DKT_GrsStlmtAm»
NET PAYMENT: «AGR_NetStlmtAm»

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001A	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

(2) The Contractor certifies that all contract termination inventory (including scrap) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.

(3) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating (i) that all subcontract termination inventory (including scrap) has been retained or acquired by the subcontractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and (ii) that the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.

(4) The Contractor certifies that all items of termination inventory, the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement, (i) are properly allocable to the terminated portion of the contract, (ii) do not exceed the reasonable quantitative requirements of the terminated portion of the contract, and (iii) do not include any items reasonably usable without loss to the Contractor on its other work. The Contractor further certifies that the Contracting officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.

(5) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.

(6) The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the Contractor by those subcontractors.

(7) (i) The Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of «AGR_NetStlmtAm» arrived at by deducting from «AGR_GrsStlmtAm» (A) the amount of «IPAY_SumOthIPayAm» for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest) applicable to the terminated portion of the contract and (B) the amount of «DKT_DspsCrdtAm» for all applicable property disposal credits.

(ii) The net settlement of «AGR_NetStlmtAm» in subdivision (i) above, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the terminated portion of the contract, except as provided in paragraph (8) below.

(iii) Upon payment of the net settlement of «AGR_NetStlmtAm», all obligations of the Contractor to perform further work or services or to make further deliveries under the terminated portion of the contract and all obligations of the Government to make further payments or carry out other undertakings concerning the terminated portion of the contract shall cease; provided, that nothing in this agreement shall impair or affect any covenants, terms, or conditions of the contract relating to the completed or continued portion of this contract.

(8) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

(i) All rights and liabilities, if any, of the parties, as to matters covered by, and regulations made implementing 10 U.S.C. 2382, as amended, and any other re-negotiation authority.

(ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.

(iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."

(iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.

(v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the contractor under the contract or this agreement.

(vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.

(vii) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

2.11.4.32.32 Modification 03 (Modification - No-Cost Complete)

1. Click the Modification - No - Cost Complete and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 03.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(✓) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
CODE «KTR_OrgID»		FACILITY CODE		✓ 10B. DATED (SEE ITEM 13) «AGR_EffDt»			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement modifies the contract to reflect a no-cost settlement agreement with respect to the Notice of Termination dated «DKT_TermDate», which completely terminated the contract shown in block 10A above.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

(b) The parties agree as follows:

The Contractor unconditionally waives any charges against the Government because of the termination of the contract and, except as set forth below, releases it from all obligations under the contract or due to its termination. The Government agrees that all obligations under the contract are concluded, except as follows:

- (i) All rights and liabilities, if any, of the parties, as to matters covered by any regulations made implementing 10 U.S.C. 2382, as amended, and any other re-negotiation authority.
- (ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.
- (iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."
- (iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
- (v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.
- (vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.
- (vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remaining in the Contractor's custody.
- (viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.
- (ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete and covenants of indemnity.
- (x) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

2.11.4.32.33 Modification 04 (Modification - No-Cost Partial)

1. Click the Modification - No - Cost Partial and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 04.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(✓) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
				10B. DATED (SEE ITEM 13) «AGR_EffDt»			
CODE «KTR_OrgID»		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement modifies the contract to reflect a no-cost settlement agreement with respect to the Notice of Termination dated «DKT_TermDate», which partially terminated the contract shown in block 10A above.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001A	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

(2) The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the terminated portion of the contract. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this paragraph affects any other covenants, terms or conditions of the contract. Under the terminated portion of the contract, the following rights and liabilities of the parties are reserved:

- (i) All rights and liabilities, if any, of the parties, as to matters covered by and regulations made implementing 10 U.S.C. 2382, as amended, and any other renegotiation authority.
- (ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.
- (iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."
- (iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
- (v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.
- (vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.
- (vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remaining in the Contractor's custody.
- (viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.
- (ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete, and covenants of indemnity.
- (x) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

2.11.4.32.34 Modification 05 (Modification - Unilateral Mod(No Cost))

1. Click the Modification - Unilateral Mod (No Cost) and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 05.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(√)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»
CODE «KTR_OrgID» FACILITY CODE					10B. DATED (SEE ITEM 13) «AGR_EffDt»
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) ACRN: (Type ACRN and Amount Deobligated here.)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
√	D. OTHER (Specify type of modification and authority) FAR 49.109-7(a) and Contract Provisions				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return the ORIGINAL copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
(a) Termination settlement proposal has not been received. Pursuant to (insert Termination Clause, e.g., 52.249-1 Termination for Convenience of the Government (Fixed Price - short form)) and supporting coverage in FAR 49.206-1 and 49.109-7(a), the amount due by reason of the «DKT_TermType1» termination dated «DKT_TermDate», is unilaterally established at no cost. This decision cannot be appealed, in accordance with the provisions of the Termination for Convenience Clause and FAR 49.109-7(f).					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED
NSN 7450-01-152-8070 PREVIOUS EDITION IS UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

2.11.4.32.35 Modification 06 (Modification - Deobligation of Excess Funds)

1. Click the Modification - Deobligation of Excess Funds and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 06.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(√)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»	
					10B. DATED (SEE ITEM 13) «AGR_EffDt»	
CODE «KTR_OrgID»		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) ACRN: (Type ACRN and Amount Deobligated here.)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
√	D. OTHER (Specify type of modification and authority) (Insert Authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return the ORIGINAL copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (a) Pursuant to FAR 49.105-2(a), excess funds in the amount of «RLS_MostRecentAm» are hereby deobligated. (b) The amount of «DKT_GrsAntcptdStlmtAm» is reserved by the Termination Contracting Officer for settlement costs.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <<SYS_Date>>
NSN 7450-01-152-8070 PREVIOUS EDITION IS UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

2.11.4.32.36 Modification 07 (Modification - Fixed Price Partial with Equitable Adjustment)

1. Click the Modification - Fixed Price Partial with Equitable Adjustment and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 07.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
CODE «KTR_OrgID»		FACILITY CODE		✓			
				10B. DATED (SEE ITEM 13) «AGR_EffDt»			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement settles the settlement proposal resulting from the Notice of Termination dated «DKT_TermDate», which partially terminated the contract shown in Block 10A above. This supplemental agreement also settles the proposal for an equitable adjustment of the price of the continued portion of the contract.

GROSS SETTLEMENT: «DKT_GrsStlmtAm»
NET PAYMENT: «AGR_NetStlmtAm»

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

April 1998

(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001AA	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

(2) The contract price(s) for the item(s) of the contract relating to the continued portion of the contract is (are) adjusted pursuant to the provisions of the Termination for the Convenience of the Government clause of the contract, as designated below:

The contract is revised as follows:

FROM:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
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TO:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
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- (3) The Contractor certifies that all contract termination inventory (including scrap) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.
- (4) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating (i) that all subcontract termination inventory (including scrap) has been retained or acquired by the subcontractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and (ii) that the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.
- (5) The Contractor certifies that all items of termination inventory, the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement, (i) are properly allocable to the terminated portion of the contract, (ii) do not exceed the reasonable quantitative requirements of the terminated portion of the contract, and (iii) do not include any items reasonably usable without loss to the Contractor on its other work. The Contractor further certifies that the Contracting Officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.
- (6) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.
- (7) The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are

entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the contractor by those subcontractors.

- (8) (i) The Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of «AGR_NetStlmtAm», arrived at by deducting from «DKT_GrsStlmtAm» (A) the amount of «IPAY_SumOthIPayAm» for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest) applicable to the terminated portion of the contract and (B) the amount of «DKT_DspsCrdtAm» for all applicable property disposal credits.
 - (ii) The net settlement of «AGR_NetStlmtAm» in subdivision (i) above, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the terminated portion of the contract, except as provided in paragraph (9) below.
 - (iii) Upon payment of the net settlement of «AGR_NetStlmtAm», all obligations of the Contractor to perform further work or services or to make further deliveries under the terminated portion of the contract and all obligations of the Government to make further payments or carry out other undertakings concerning the terminated portion of the contract shall cease; provided, that nothing in this agreement shall impair or affect any covenants, terms, or conditions of the contract relating to the completed or continued portion of this contract, except as provided in paragraph (b) (2) above.
- (9) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:
- (i) All rights and liabilities, if any, of the parties, as to matters covered by, and regulations made implementing 10 U.S.C. 2382, as amended, and any other re-negotiation authority.
 - (ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.
 - (iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."
 - (iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
 - (v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the contractor under the contract or this agreement.
 - (vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.
 - (vii) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

- (10) Contractor's statement of release: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's «LIEA_LatestEASubDt» proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

2.11.4.32.37 Modification 08 (Modification - No - Cost Partial with Equitable Adjustment)

1. Click the Modification - No - Cost Partial with Equitable Adjustment and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 08.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
CODE «KTR_OrgID»		FACILITY CODE		✓			
				10B. DATED (SEE ITEM 13) «AGR_EffDt»			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- (a) This supplemental agreement modifies the contract to reflect a no-cost settlement agreement with respect to the Notice of Termination dated «DKT_TermDate», which partially terminated the contract shown in Block 10A above. This supplemental agreement also settles the proposal for an equitable adjustment of the price of the continued portion of the contract.

GROSS SETTLEMENT: «DKT_GrsStlmtAm»
NET PAYMENT: «AGR_NetStlmtAm»

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

April 1998

(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY TERMINATED</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001AA	PROPELLER, MARINE	2	EA	\$7,370.00	\$14,740.00

(2) The contract price(s) for the item(s) of the contract relating to the continued portion of the contract is (are) adjusted pursuant to the provisions of the Termination for the Convenience of the Government clause of the contract, as designated below:

The contract is revised as follows:

FROM:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
-------------	--------------------	-----------------	----------------------------	-----------------------	---------------------------

TO:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
-------------	--------------------	-----------------	----------------------------	-----------------------	---------------------------

(3) The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the terminated portion of the contract. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this agreement affects any other covenants, terms or conditions of the contract, except as provided in paragraph (b)(2) above. Under the terminated portion of the contract, the following rights and liabilities of the parties are reserved:

- (i) All rights and liabilities, if any, of the parties, as to matters covered by, and regulations made implementing 10 U.S.C. 2382, as amended, and any other re-negotiation authority.
- (ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.
- (iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."
- (iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.

- (v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.
 - (vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.
 - (vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remaining in the Contractor's custody.
 - (viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.
 - (ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete, and covenants of indemnity.
 - (x) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.
- (4) Contractor's statement of release: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's «LIEA_LatestEASubDt» proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

2.11.4.32.38 Modification 09 (Modification - Standard Form 30 Template)

1. Click the Modification - Standard Form 30 Template and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 09.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeCode»	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(√)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»	
					10B. DATED (SEE ITEM 13) «AGR_EffDt»	
CODE «KTR_OrgID»		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:						
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)) ACRN: (Type ACRN and Amount Deobligated here.)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
√	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-2, Termination for Convenience of the Government (Fixed Price)					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return the ORIGINAL copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7450-01-152-8070
PREVIOUS EDITION IS UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

2.11.4.32.39 Modification 10 (Modification - Cost Type Complete)

1. Click the Modification - Cost Type Complete and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 10.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		CODE «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(N)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»			
CODE «KTR_OrgID»				FACILITY CODE		10B. DATED (SEE ITEM 13) «AGR_EffDt»	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

ACRN: (Type ACRN and Amount Deobligated here.)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(N)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
√	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MODIFICATION ISSUED PURSUANT TO FAR 52.249-6
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return the ORIGINAL copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7450-01-152-8070
PREVIOUS EDITION IS UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

(a) This supplemental agreement settles the settlement proposal resulting from the Notice of Termination dated «DKT_TermDate».

(b) The parties agree to the following:

(1) Contractor certifies that all contract termination inventory (including scrap) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.

(2) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating (i) that all subcontract termination inventory (including scrap) has been retained or acquired by the subcontractor, sold to third parties, returned to the suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and (ii) that the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.

(3) The Contractor certifies that all items of termination inventory, the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement, (i) are properly allocable to the terminated portion of the contract, (ii) do not exceed the reasonable quantitative requirements of the terminated portion of the contract, and (iii) do not include any items reasonably usable without loss to the Contractor on its other work. The Contractor further certifies that the Contracting Officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.

(4) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.

(5) The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the Contractor by those subcontractors.

(6) (i) The Contractor has received «DKT_GrStlmtAm» for work and services performed, or articles delivered, under the contract before the effective date of termination. The Government confirms the right of the Contractor, subject to paragraph (7) below, to retain this sum and agrees that it constitutes a portion of the total amount to which the Contractor is entitled in complete and final settlement of the contract.

(ii) Further, the Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of «AGR_NetStlmtAm» arrived at by deducting from the sum of «DKT_GrStlmtAm» (A) the amount of «IPAY_SumOthIPayAm+Inv_Tot_Am» for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest), (B) the amount of «DKT_DspsCrdtAm» for all applicable property disposal credits and (C) the amount of «DKT_OthCrdtAm» for all other amounts due the Government under this contract, except as provided in paragraph (7) below.

(iii) The net settlement of «AGR_NetStlmtAm» in subdivision (ii) above, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the complete termination of the contract and of all other demands and liabilities of the Contractor and the Government under the contract except as provided in paragraph (7) below.

(7) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

(i) All rights and liabilities, if any, of the parties, as to matters covered by any regulations.

(ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.

(iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, and employment of aliens.

(iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.

(v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.

(vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.

(vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remaining in the Contractor's custody.

(viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.

(ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete, and covenants of indemnity.

(x) Unresolved demands or assertions by the Contractor against the Government for costs under General Accounting Office exceptions or other costs of the same nature that are excluded from the settlement without prejudice to the rights of either party, as follows:

(xi) Claims by the Contractor against the Government, when the Contractor's rights of reimbursement are disputed, that are excluded without prejudice to the rights of either party as follows:

(xii) Unresolved demands or assertions by the Contractor against the Government that are unknown in amount and involve costs alleged to be reimbursable under the contract are as follows:

(xiii) Unknown amounts alleged by the contractor against the Government, based upon responsibility of the Contractor to third parties that involve costs reimbursable under the contract.

(xiv) Debts due the Government by the Contractor that are based on refunds, rebates, credits, or other amounts not now known to the Government, with interest, now due or that may become due the Contractor from third parties, if the amounts arise out of transactions for which reimbursement has been made to the Contractor under the contract. The Contractor shall pay to the Government, within 30 days after receipt, any of these amounts that become due from any third party or any other source. Interest at the rate established by the Secretary of the Treasury under 50 U.S.C. (App.) 1215(b)(2) shall accrue and shall be paid to the Government on any amounts that remain unpaid after the 30-day period.

(xv) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

2.11.4.32.40 Modification 11 (Modification - Cost Type Partial (Fee Only))

1. Click the Modification - Cost Type Partial and the Generate Letter button from the Create Letter/Memo Menu screen to display Modification 11.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AGR_PriceTypeAltCode»		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. «DKT_ModNbr»		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. DOCKET «DKT_DocketNbr1»		5. PROJECT NO. (If applicable) «DKT_AltID»	
6. ISSUED BY «TCO_OrgFullNm» ATTN: «TCO_OrgShrtNm» «TCO_AddrLine1» «TCO_CityStateZip» «CTS_Phone» X<<CTS_Ext>> «CTS_PersNm»		COD «TCO_OrgID»		7. ADMINISTERED BY (If other than Item 6) «ACO_OrgFullNm» ATTN: «ACO_OrgShrtNm»		CODE «ACO_OrgID»	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) «KTR_OrgFullNm» «KTR_AddrLine1» «KTR_CityStateZip»				(v)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. «AGR_ContractNbr»		
					10B. DATED (SEE ITEM 13) «AGR_EffDt»		
CODE «KTR_OrgID»		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) ACRN: (Type ACRN and Amount Deobligated here.)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
√	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Provisions						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return the ORIGINAL copy to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS MODIFICATION IS TO CORRECT QUANTITY AND DESCRIPTION OF ITEMS IN MODIFICATION «DKT_ModNbr». (a) This supplemental agreement settles the termination settlement proposal resulting from the Notice of Termination dated. (b) The parties agree as follows: (1) The contract is amended by deleting the terminated portion as follows:							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) «TCO_PersNm» «TCO_PosNm»			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			
NSN 7450-01-152-8070 PREVIOUS EDITION IS UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u> <u>TERMINATED</u>	<u>UNIT</u> <u>PRICE</u>	<u>CONTRACT PRICE OF</u> <u>ITEMS TERMINATED</u>
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(2) The fee stated in the contract is decreased by \$_____ from \$ _____ to \$_____.

(3) The estimated cost of the contract is decreased by \$_____ from \$_____ to \$_____.

(c) The Contractor's allowable costs and earned fee, if any, for the terminated portion of the contract will continue to be reimbursed on SF 1034, Public Voucher for Purchase and Services Other than Personal, under the applicable provisions of the contract and Part 31 of the Federal Acquisition Regulation.